

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
JOSEPH BUONCORE,

Plaintiff,

-against-

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
XAVERIAN HIGH SCHOOL, XAVERIAN BROTHERS,
and LUIGI ALBANO,

Defendants.

Index No.: _____/19
Date Filed: _____/19

SUMMONS

Plaintiff designates Kings
County as the place of trial.

Basis of venue: CPLR 503(a)
County in which a substantial
part of the events or
omissions giving rise to the
claim occurred.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
October 18, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff


PETER J. SAGHIR

80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

TO: See Attached Service Rider

SERVICE RIDER

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN
310 Prospect Park West
Brooklyn, NY 11215

XAVERIAN HIGH SCHOOL
7100 Shore Road
Brooklyn, NY 11209

XAVERIAN BROTHERS
Xaverian Brothers Residence
7100 Shore Road
Brooklyn, NY 11209

LUIGI ALBANO
153 Withers Street
Brooklyn, NY 11211

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
JOSEPH BUONCORE,

Index No.: _____ /19

Plaintiff,

-against-

VERIFIED COMPLAINTTHE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
XAVERIAN HIGH SCHOOL, XAVERIAN BROTHERS,
and LUIGI ALBANO,

Defendants.

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Plaintiff, complaining of the defendants, by and through his attorneys, GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM, HERSHENHORN, STEIGMAN & MACKAUF, respectfully shows to this Court and alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.
2. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, owned a school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.
3. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

4. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, held itself out to the public as the owner of Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

5. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

6. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, owned a school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

8. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

9. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, held itself out to the public as the owner of Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

10. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Xaverian High School located

at 7100 Shore Road, Brooklyn, NY 11209.

11. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

12. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, owned a school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

13. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

14. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, held itself out to the public as the owner of Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

15. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

16. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was a teacher at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

17. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, had an office on the premises of Xaverian High School located at 7100 Shore Road,

Brooklyn, NY 11209.

18. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, hired defendant, LUIGI ALBANO.

19. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, retained defendant, LUIGI ALBANO.

20. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, supervised defendant, LUIGI ALBANO.

21. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, placed defendant, LUIGI ALBANO, as a teacher at Xaverian High School.

22. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, served as a teacher at Xaverian High School at the pleasure of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

23. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

24. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

25. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

26. Upon information and belief, that at all times herein mentioned, defendant, LUIGI

ALBANO, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

27. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, hired defendant, LUIGI ALBANO.

28. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, retained defendant, LUIGI ALBANO.

29. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, supervised defendant, LUIGI ALBANO.

30. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was on the staff of defendant, XAVERIAN HIGH SCHOOL.

31. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was acting as an agent of defendant, XAVERIAN HIGH SCHOOL.

32. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was an employee of defendant, XAVERIAN HIGH SCHOOL.

33. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was acting in the course and scope of his employment with defendant, XAVERIAN HIGH SCHOOL.

34. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, hired defendant, LUIGI ALBANO, to be a teacher at Xaverian High School.

35. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, retained defendant, LUIGI ALBANO, to be a teacher at Xaverian High School.

36. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, supervised defendant, LUIGI ALBANO, at Xaverian High School.

37. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was acting as an agent of defendant, XAVERIAN BROTHERS.

38. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was an employee of defendant, XAVERIAN BROTHERS.

39. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was acting in the course and scope of his employment with defendant, XAVERIAN BROTHERS.

40. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, was responsible for the staffing and hiring at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

41. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, did the hiring and staffing at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

42. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, was responsible for the staffing and hiring at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

43. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, did the hiring and staffing at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

44. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, was responsible for the staffing and hiring at Xaverian High School

located at 7100 Shore Road, Brooklyn, NY 11209.

45. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, did the hiring and staffing at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

46. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, had complaints of sexual abuse made against him.

47. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints of sexual abuse against defendant, LUIGI ALBANO.

48. Upon information and belief, that at all times herein mentioned, defendant, LUIGI ALBANO, was a known sexual abuser of children.

49. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, received complaints that defendant, LUIGI ALBANO, had been a sexual abuser of children.

50. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN HIGH SCHOOL, received complaints that defendant, LUIGI ALBANO, had been a sexual abuser of children.

51. Upon information and belief, that at all times herein mentioned, defendant, XAVERIAN BROTHERS, received complaints that defendant, LUIGI ALBANO, had been a sexual abuser of children.

52. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that defendant, LUIGI ALBANO, had been the subject of complaints of sexual abuse.

53. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that defendant, LUIGI ALBANO, was a known sexual abuser of children.

54. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that defendant, LUIGI ALBANO's sexual abuse complaints and sexual abuse of children would be likely to result in injury to others.

55. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against defendant, LUIGI ALBANO.

56. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against defendant, LUIGI ALBANO.

57. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against defendant, LUIGI ALBANO, to the police or any other agency to be investigated.

58. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees carelessly, negligently and recklessly ignored and dismissed the aforesaid complaints against defendant, LUIGI ALBANO.

59. Upon information and belief, that at all times herein mentioned, the aforesaid complaints against defendant, LUIGI ALBANO, had merit.

60. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints

against defendant, LUIGI ALBANO, had merit.

61. That at all times herein mentioned, defendants, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, XAVERIAN HIGH SCHOOL, and, XAVERIAN BROTHERS, failed to establish and/or enforce policies and procedures directed towards protecting minors from sexual abuse.

62. That at all times herein mentioned, plaintiff, JOSEPH BUONCORE, was enrolled as a student at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209.

63. From approximately 1998 to 2001 defendant, LUIGI ALBANO, sexually abused plaintiff, JOSEPH BUONCORE, while plaintiff was still an infant, on school property at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209, and other locations.

64. The aforesaid abuse constituted a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the penal law, or a predecessor statute that prohibited such conduct at the time of the act, which conduct was committed against a child less than eighteen years of age.

65. From approximately 1998 to 2001 defendants, their agents, servants and employees knew or should have known that defendant, LUIGI ALBANO, was sexually abusing plaintiff, JOSEPH BUONCORE, while plaintiff was still an infant.

66. From approximately 1998 to 2001 defendants, their agents, servants and employees knew or should have known that defendant, LUIGI ALBANO, was sexually abusing plaintiff, JOSEPH BUONCORE, while plaintiff was still an infant, on school property at Xaverian High School located at 7100 Shore Road, Brooklyn, NY 11209, and other locations.

67. Upon information and belief, that at all times herein mentioned, defendants, their

agents, servants and employees knew or should have known that the sexual abuse by defendant, LUIGI ALBANO, of plaintiff, JOSEPH BUONCORE, while plaintiff was still an infant, was ongoing.

68. Defendants, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, XAVERIAN HIGH SCHOOL, and, XAVERIAN BROTHERS, trained and instructed defendant, LUIGI ALBANO, for his employment at Xaverian High School.

69. Upon information and belief, that at all times herein mentioned defendant, LUIGI ALBANO, was under the direct supervision and control of defendants, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, XAVERIAN HIGH SCHOOL, and, XAVERIAN BROTHERS, when he performed the wrongful acts described herein.

70. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining defendant, LUIGI ALBANO, to work with the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, LUIGI ALBANO, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining defendant, LUIGI ALBANO, when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications to work with children; failing to properly and adequately supervise the conduct of defendant, LUIGI ALBANO, as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, LUIGI ALBANO, had a history of complaints made against him and a propensity to sexually abuse

children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, his parents, and others of defendant, LUIGI ALBANO's, propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles at Xaverian High School; causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent defendant, LUIGI ALBANO, from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that defendant, LUIGI ALBANO, had a history of complaints of sexual abuse made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to make any inquiry into the background of defendant, LUIGI ALBANO, before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of defendant, LUIGI ALBANO, before selecting, hiring, contracting and retaining him when it was known or should have been known before he was hired that defendant, LUIGI ALBANO, had a propensity to sexually abuse children and had a history of complaints made against him; failing to use reasonable care to correct and remove defendant, LUIGI ALBANO, and continuing to retain him when it was known or should have been known to the defendants herein that defendant, LUIGI ALBANO, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant;

causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

71. By reason of the forgoing, plaintiff, JOSEPH BUONCORE, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil, and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, JOSEPH BUONCORE, has been forced to abstain from the duties at his vocation, and has and/or will become obligated to expend sums of money for medical expenses.

72. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.

73. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

74. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

WHEREFORE, the plaintiff demands judgment against the defendants, together with compensatory and punitive damages, together with the interest, cost, and disbursements pursuant to the causes of action herein.

Dated: New York, New York
October 18, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff



PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

PETER J. SAGHIR, an attorney at law licensed to practice in the courts of the State of New York, states that affirmant is a partner with the firm of Gair, Gair, Conason, Rubinowitz, Hershenhorn, Bloom, Steigman & Mackauf, attorneys for the plaintiff in the within action; that affirmant has read the foregoing

VERIFIED COMPLAINT

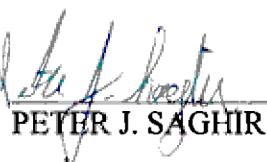
and knows the contents thereof; and that the same is true to affirmant's own knowledge except as to those matters therein stated to be alleged on information and belief and that as to those matters, affirmant believes them to be true.

Affirmant further states that the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County wherein affirmant maintains his office.

The grounds of affirmant's belief are investigation and data in affirmant's possession and consultations had with the plaintiff.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated: New York, New York
October 18, 2019



PETER J. SAGHIR